

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

September 21, 2001

EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

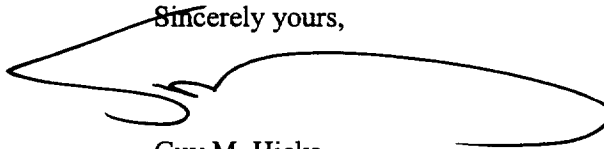
Docket No. ~~99-00893~~
01-00836

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Collocation Agreement dated July 30, 2001.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: James Lamoureux, Attorney for TCG MidSouth, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00893~~ 01-00836

**PETITION FOR APPROVAL OF THE
COLLOCATION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TCG MIDSOUTH, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, TCG MidSouth, Inc. ("TCG") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Collocation Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, TCG and BellSouth state the following:

1. TCG and BellSouth have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TCG dated July 14, 1999. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on January 11, 2000. The parties have recently negotiated a Collocation Agreement. A copy of the Collocation Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG and BellSouth are submitting their Collocation Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and TCG within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. TCG and BellSouth aver that the Agreement is consistent with the standards for approval.

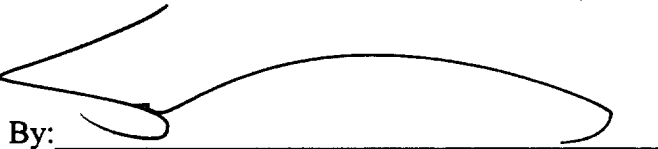
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

TCG and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 24th day of Sept, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

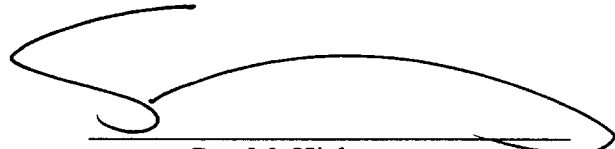

By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 24th day of Sept, 2001:

James Lamoureux, Esq.
TCG MidSouth, Inc.
1200 Peachtree St., NE
Atlanta, GA 30309



Guy M. Hicks

AGREEMENT

Between

BellSouth Telecommunications, Inc.

And

TCG MidSouth, Inc.

July 30, 2001

Tennessee

AGREEMENT (Tennessee)

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and TCG MidSouth, Inc., hereinafter referred to as ("TCG") a Delaware corporation. This agreement may refer to either BellSouth or TCG or both as a "Party" or "Parties. "

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, TCG is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement for Collocation pursuant to the Act;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, TCG and BellSouth hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1 This Agreement sets forth the terms, and conditions under which BellSouth agrees to provide to TCG Collocation as set forth in Exhibit 1 to this Agreement, Connectivity Billing and Recording for Collocation as set forth in Exhibit 2 to this Agreement, Performance Measurements as set forth in Exhibit 3 to this Agreement, and prices as set forth in Exhibit 5 to this Agreement and as such are incorporated herein by this reference. This Agreement is applicable to the State of Tennessee only, and the Collocation Sites listed in Exhibit 4.

2. Interpretation and Construction

- 2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.

- 2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, TCG or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date").

4. Term of the Agreement

- 4.1 This Agreement shall be amended to incorporate the decision in Tennessee TRA Docket No. 00-00079 for issues related to Collocation and shall remain in effect until such time as the Parties execute a new agreement.
- 4.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

5. Termination of Agreement; Transitional Support

5.1 In addition to Sections 4.3 of Exhibit 1, and Section 1.11.2 of Exhibit 2, the following applies when TCG desires to Terminate this agreement: TCG may terminate any product or service provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such combinations in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, TCG's liability shall be limited to payment of the amounts due for any terminated products or services provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 6, infra, shall still apply.

5.2 If a party is in breach of a material term or condition of this agreement ("defaulting party"), the other party shall provide written notice of such breach to the defaulting party. The defaulting party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the parties shall follow the dispute resolution procedure set forth in Section 9 of the General Terms and Conditions of this Agreement.

6. Liability and Indemnification

6.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to TCG during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by TCG to BellSouth during the Contract Year in which such cause arises or accrues.

6.2 Liabilities of TCG - Unless expressly stated otherwise in this Agreement, the financial liability of TCG to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by TCG to BellSouth during the Contract Year in which such cause arises or accrues.

6.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to Collocation provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

6.4 No Consequential Damages - NEITHER TCG NOR BELL SOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 6 SHALL LIMIT BELLSOUTH'S OR TCG'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR TCG'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 6 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 6, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

- 6.5 Obligation to Indemnify – Except as provided in Section 7 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.

6.6 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 6 the relevant Indemnatee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnatee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnatee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnatee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnatee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnatee and also shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

7. **Intellectual Property Rights and Indemnification**

- 7.1 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services of any name, trade name, service mark or trademark of the other Party.
- 7.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.
- 7.3 BellSouth and TCG (if and to the extent BellSouth uses TCG facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.
- 7.4 BellSouth Indemnification. BellSouth will defend TCG against claims of infringement arising solely from the use by TCG of Collocation and will indemnify TCG for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.
- 7.4.1 For purposes of Section 7.4 of this Agreement, BellSouth's obligation to indemnify TCG shall include the obligation to indemnify and hold TCG harmless from and against any loss, cost, expense or liability arising out

of a claim that TCG's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with TCG, (i) procure for TCG the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

7.5 TCG Indemnification. TCG (if and only to the extent TCG provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of TCG facilities or equipment, including software, and to the extent BellSouth uses TCG facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.

7.5.1 For purposes of Section 7.5 of this Agreement, TCG's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of TCG facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by TCG hereunder become, or, in TCG's reasonable opinion, be likely to become the subject of a claim of infringement, or should TCG's use thereof be finally enjoined, then TCG shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

7.6 In the event that the provisions of Section 7.4.1 or Section 7.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 7.4 or Section 7.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment,

including software, provided through the use of the infringing facilities or equipment, including software.

- 7.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.
- 7.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.
- 7.9 Exception to Obligations. Both Parties' obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 7.10 Exclusive Remedy. The foregoing shall constitute the sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

9. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Tennessee TRA for a resolution of the dispute; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the Tennessee-TRA, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Tennessee-TRA concerning this Agreement. The Parties' agreement to refer all disputes to the Tennessee-TRA does not waive any position it may have pending in the Arbitration.

10. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in the applicable jurisdiction, or another jurisdiction, as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

11. Taxes

11.1 Definition. For purposes of this Section 11, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

11.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

- 11.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.
- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 Taxes and Fees Imposed On Purchaser But Collected And Remitted By Seller
 - 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
 - 11.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
 - 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by Section 11 with respect to the billing of services provided hereunder, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

- 11.4.4 If, after consultation in accordance with the preceding Section 11.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 9 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 11.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery
- 11.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.
- 11.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other

appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.5 Mutual Cooperation

11.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

12 **INSURANCE REQUIREMENTS**

12.1 **AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, EACH PARTY SHALL MAINTAIN, AT ITS OWN EXPENSE, ALL INSURANCE REQUIRED BY APPLICABLE LAW INCLUDING INSURANCE AND APPROVED SELF INSURANCE FOR (I) STATUTORY WORKERS COMPENSATION COVERAGE AND (II) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF NOT LESS THAN TEN MILLION DOLLARS (\$10,000,000) OR A COMBINATION OF COMMERCIAL GENERAL LIABILITY AND EXCESS/UMBRELLA COVERAGE TOTALING TEN MILLION DOLLARS (\$10,000,000). UPON REQUEST FROM THE OTHER PARTY, EACH PARTY SHALL FURNISH THE OTHER PARTY WITH CERTIFICATES OF INSURANCE WHICH EVIDENCE THE MINIMUM LEVELS OF INSURANCE SET FORTH HEREIN. EACH PARTY SHALL GIVE THE OTHER PARTY AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF ANY CANCELLATION OR NON-RENEWAL OF INSURANCE REQUIRED BY THIS SECTION.**

12.2 If either Party's net worth exceeds five hundred million dollars (\$500,000,000), that Party may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 12.1. The Party electing to request self insurance status shall provide audited financial statements to the other Party ten (10) days after the effective date of this Agreement. The other Party shall then review such audited financial statements and respond in writing to the requesting Party in the event that self-insurance status is not granted. If self insurance status is granted, the requesting Party shall annually furnish to the other Party, and keep current, evidence of such net worth through audited financial statements.

- 12.3 The Party electing self insurance status shall provide the other Party with a certificate of self-insurance. The certificate shall certify that the Party has qualified as required by law, as a self-insurer within each state in which it does business and sets forth the occurrence based coverage under its program of self-insurance.
- 12.4 The ability to self-insure shall continue so long as the requesting Party meets all of the requirements of this Section. If the Party subsequently no longer satisfies this Section, the Party is required to purchase insurance as indicated by Section 12.1. If the requesting Party fails to purchase the insurance, then the other Party may obtain the insurance for the requesting Party and charge the requesting Party for the expenses incurred.
- 12.5 The net worth requirements set forth in Section 12.2 may be increased from time to time during the term of this Agreement upon thirty (30) days notice to the requesting Party to at least such minimum limits as shall then be customary with respect to such insurance risks.

13. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use best efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14 **Regulatory Matters**

- 14.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise

authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. TCG shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to TCG end users contemplated by this Agreement. TCG shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with TCG in obtaining and maintaining any required approvals for which TCG is responsible.

- 14.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with TCG reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to TCG its proposed tariff and obtain TCG's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for TCG the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Collocation that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.
- 14.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of TCG or BellSouth to perform any material terms of this Agreement, TCG or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 9 of the General Terms and Conditions of this Agreement.

15. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party

strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

16. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

17. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

18. Notices

18.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to TCG:

Bill Peacock
TCG
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
TCG
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

BellSouth Telecommunications, Inc.

Assistant Vice President
AT&T Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place

Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

- 18.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

19. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

20. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

21. **Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

22. **Entire Agreement**

This Agreement and its Exhibits, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

C.W. Boltz
Signature

C.W. BOLTZ
Name

MANAGING DIRECTOR
Title

7-30-01
Date

TCG MidSouth, Inc.

Bill C. Peacock
Signature

Bill C. Peacock
Name

Director – Local Services & Access Mgt.
Title

July 27, 2001
Date

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications,
Inc.**

By: Signed

Name: Christine Boltz

Title: Managing Director

Date: July 30, 2001

TCG MidSouth, Inc.

By: Signed

Name: Bill C. Peacock

Title: Director-Local Services &
Access Mgt.

Date: July 27, 2001

1. SCOPE OF EXHIBIT

1.1 Scope of Exhibit. BellSouth shall offer to TCG collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to TCG at rates, terms and conditions no less favorable to TCG than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Exhibit shall only apply when TCG is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Exhibit.

1.1.1 The Parties agree that for the purposes of this Exhibit, "Day" means calendar day, unless otherwise specifically noted.

1.2 Right to occupy. Subject to Section 4 of this Exhibit, BellSouth hereby grants to TCG a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by TCG and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to these central offices, wire centers, buildings, and structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by TCG may contemplate a request for space sufficient to accommodate TCG's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to TCG requesting that TCG release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in TCG's collocation arrangement is not being

utilized by the end of the second year from the date TCG accepted the Collocation Space. TCG, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case TCG shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

- 1.3 Use of Space. TCG shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating TCG's equipment (to include testing and monitoring equipment) necessary primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Exhibit, TCG may at its option, place TCG-owned or TCG-leased entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.
- 1.5 Rates and charges. TCG agrees to pay the rates and charges identified in Exhibit 5 of this Agreement.
- 1.6 Due Dates. If any due date contained in this Exhibit falls on a weekend or National holiday, then the due date will be the next business day thereafter.

2. SPACE NOTIFICATION

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Exhibit, BellSouth will permit TCG to physically collocate, pursuant to the terms of this Exhibit, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not

available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform TCG of the amount of space that is available. If no space is available, BellSouth will inform TCG that virtual or adjacent collocation is an option at the requested Premises.

- 2.2 Reporting. Upon request from TCG, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from TCG must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify TCG and inform TCG of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying TCG that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow TCG, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the central office must be received by BellSouth within five (5) calendar days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) and the appropriate state and federal rules and regulations.

- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise TCG as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Exhibit.

3. **COLLOCATION OPTIONS**

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow TCG to collocate TCG's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow TCG to have direct access to its equipment and facilities but may require TCG to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.4 of this Exhibit. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TCG must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Exhibit and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Exhibit.
- 3.1.1 Shared Cageless Collocation. TCG may allow other telecommunications carriers to share TCG's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Exhibit. Notwithstanding the foregoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared

cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of TCG's cageless collocation arrangement requires TCG's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the TCG cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. TCG shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

- 3.2 Cages and Adjacent Arrangement Enclosures. At TCG's option and upon request, BellSouth shall construct cages in compliance with TCG's collocation request. At TCG's request, BellSouth shall permit TCG to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.2.1 When TCG subcontracts the construction, TCG must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at TCG's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, TCG and TCG's BellSouth Certified Vendor must comply with local building code requirements. TCG's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with TCG and provide, at TCG's expense, the documentation, including architectural drawings, necessary for TCG to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to TCG the costs of providing the documentation. The Certified Vendor shall bill TCG directly for all work performed for TCG pursuant to this Exhibit and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require TCG to remove or correct at TCG's cost any structure that does not meet these standards.

- 3.2.3 TCG must provide the local BellSouth building_contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access TCG's locked enclosure prior to notifying TCG. BellSouth shall notify TCG in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse TCG the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for TCG to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. TCG shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that TCG shall immediately provide BellSouth with such new keys.
- 3.3 Shared Caged Collocation. TCG may allow other telecommunications carriers to share TCG's caged collocation arrangement pursuant to terms and conditions agreed to by TCG ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and TCG shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Exhibit.
- 3.3.1 TCG shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Exhibit; and for the purposes of ensuring that the safety and security requirements of this Exhibit are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit 5, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.

- 3.3.2 TCG shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of TCG's Guests in the Collocation Space.
- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit TCG to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit TCG to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by TCG itself. The Adjacent Arrangement shall be constructed or procured by TCG and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, TCG shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Exhibit. Rates shall be as set forth in Exhibit 5.
- 3.4.1 Should TCG elect such option, TCG must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, TCG and TCG's contractor must comply with local building code requirements. TCG's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with TCG and provide, at TCG's expense, the documentation necessary for TCG to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to TCG the costs of providing the documentation. TCG's BellSouth Certified Vendor shall bill TCG directly for all work performed for TCG pursuant to this Exhibit and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Exhibit, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require TCG, at TCG's cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of

BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.3 TCG shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At TCG's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.4.4 Where TCG has elected to construct the adjacent enclosure itself, BellSouth shall deliver to TCG the requested ground space thirty (30) days after BellSouth receives TCG's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share TCG's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 and 3.3.1 above.
- 3.4.6 If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth must not require TCG to move or prohibit TCG from moving, a collocation arrangement into that structure in accordance with the rates terms and conditions of this Exhibit. Instead, BellSouth must continue to allow TCG to collocate in any adjacent controlled environmental vault, controlled environmental vault or similar structure that TCG has constructed or procured unless otherwise agreed to by the Parties or as ordered by the Tennessee Regulatory Authority.

4. OCCUPANCY

- 4.1 Commencement Date. The "Commencement Date" shall be the day TCG's equipment becomes operational as described in Section 4.2 of this Exhibit.
- 4.2 Occupancy. BellSouth will notify TCG in writing that the Collocation Space is ready for occupancy. TCG must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. TCG must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If TCG fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and

such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request TCG to return the space. TCG is not required to return the space if, within that thirty (30) day period: (1) TCG utilizes the space by placing equipment in the space; (2) TCG provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) TCG enters into a sharing relationship for its space pursuant to Section 3.4 of this Exhibit. In the event that TCG does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to TCG with respect to said Collocation Space. However, for good cause shown, TCG may request and BellSouth will grant an extension of up to 30 days, unless otherwise mutually agreed to by the parties.. Termination of TCG's rights to the Collocation Space pursuant to this section shall not operate to release TCG from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Exhibit in preparing the Collocation Space, but rather such obligation shall survive this Exhibit. For purposes of this Section 4.2, TCG's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2.1 If, after the initial installation of TCG's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow TCG's equipment to function in a manner that allows TCG to provide telecommunications services to its end users, BellSouth will credit TCG the floor space charges for the period of time that the TCG equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with TCG specifications.
- 4.2.2 Termination. Except where otherwise agreed to by the Parties, TCG may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, TCG at its expense shall remove its equipment and other property from the Collocation Space. TCG shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of TCG's Collocation Space; provided, however, that TCG shall continue payment of monthly fees to BellSouth until such date as TCG has fully vacated the Collocation Space. Upon expiration

of this Exhibit, TCG shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the TCG except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, TCG shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment necessary for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment necessary for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of TCG to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.

5.1.2 TCG shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or notices in the area surrounding the Collocation Space or on the grounds of the Premises.

- 5.1.3 TCG shall place a plaque or other identification affixed to TCG's equipment, cage or adjacent structure necessary to identify TCG's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on TCG equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.
- 5.2 For both Physical Collocation and Virtual Collocation, TCG may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 Entrance Facilities. TCG may elect to place TCG-owned or TCG-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. TCG will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If TCG desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. TCG will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the TCG's equipment in the Collocation Space. TCG must arrange for BellSouth to splice the entrance facility to TCG-provided riser cable. In the event TCG utilizes a non-metallic, riser-type entrance facility, a splice will not be required. TCG must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. TCG is responsible for maintenance of the entrance cable.
- 5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Exhibit, BellSouth shall provide TCG with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Exhibit 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for

another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to TCG's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.3.2 Shared Use. TCG may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another TCG collocation arrangement within the same Premises. TCG must arrange for BellSouth to splice the entrance facility to TCG-provided riser cable.
- 5.4 Splicing in the Entrance Manhole. Although not generally permitted, should TCG request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to TCG by BellSouth, TCG shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.5 Demarcation Point. For the purposes of this Exhibit, BellSouth will designate the point(s) of interconnection between TCG's equipment and/or network and BellSouth's network located as close as reasonably possible to TCG's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require TCG to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. TCG shall be responsible for providing, and TCG's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary splicing pursuant to Section 6.3 of this Exhibit. For all other terminations BellSouth shall designate a demarcation point on a per arrangement

basis. TCG or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Exhibit, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At TCG's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

- 5.6 TCG's Equipment and Facilities. TCG, or if required by this Exhibit, TCG's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by TCG. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, TCG shall obtain BellSouth's approval of TCG's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.
- 5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to TCG when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. TCG may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that TCG will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11 of this Exhibit, TCG shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. TCG agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. TCG agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of TCG employees, contractors, other occupants of TCG's Collocation Space, or agents after termination of the employment relationship, contractual obligation with TCG or upon the termination

of this Exhibit or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and TCG shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of TCG's Bona Fide Order, BellSouth and TCG will visit, without charge, TCG's designated collocation arrangement location. BellSouth must allow TCG reasonable access to its selected collocation space during construction after receipt of a Bona Fide Firm Order.

- 5.8.1 Security Escort. A security escort will be required whenever TCG or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to TCG prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit 5.
- 5.8.2 Lost or Stolen Access Keys. TCG shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. TCG will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), TCG shall pay for all reasonable costs associated with the re-keying. TCG must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date TCG desires access to the Collocation Space.
- 5.8.3 TCG authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Exhibit, equipment and facilities placed in the Collocation Space by TCG shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or

to the public. If BellSouth reasonably determines that any equipment or facilities of TCG violates the provisions of this paragraph, BellSouth shall give written notice to TCG, which notice shall direct TCG to cure the violation within forty-eight (48) hours of TCG's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If TCG fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to TCG's equipment. BellSouth will endeavor, but is not required, to provide notice to TCG prior to taking such action and shall have no liability to TCG for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.9.1 TCG will be responsible for notifying BellSouth of any significant outages of TCG's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.10 Personalty and its Removal. Subject to requirements of this Exhibit, TCG may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by TCG in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by TCG at any time. Any damage caused to the Collocation Space by TCG's employees, agents or representatives during the removal of such property shall be promptly repaired by TCG at its expense.
- 5.11 Alterations. In no case shall TCG or any person acting on behalf of TCG make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall

not be unreasonably withheld. The cost of any such specialized alterations shall be paid by TCG.

- 5.12 Janitorial Service. TCG will not be responsible for costs associated with maintenance and upkeep of the building. TCG shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

- 6.1 Application for Space. TCG shall submit an application document when TCG or TCG's Guest(s), as defined in Section 3.3 and 3.3.1 of this Exhibit, desires to request or modify the use of the Collocation Space. BellSouth shall provide TCG with a single point of contact for all inquiries regarding collocation.
- 6.1.1 Initial Application. For TCG or TCG's Guest(s) initial equipment placement, TCG shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"). The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in TCG's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application Fee. In the event TCG or TCG's Guest(s) desire to modify the use of the Collocation Space, TCG shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by TCG in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by TCG for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as

set forth in Exhibit 5 of this Agreement. In the event that the modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit 5 of this Agreement shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from TCG within thirty (30) calendar days following TCG's receipt of a bill or invoice from BellSouth.

- 6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Exhibit, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within twenty-three (23) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When BellSouth's response includes an amount of space less than that requested by TCG or differently configured, TCG must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.
- 6.3 Bona Fide Firm Order. TCG shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when TCG has completed the Application/Inquiry process described in Section 6.1, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to TCG's Bona Fide Application.,
- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of TCG's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.
- 6.3.2 Within ten (10) business days after receipt of TCG's Bona Fide Order, BellSouth and TCG will visit, without charge, TCG's designated collocation arrangement location.

- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order.
- 6.4 Construction and Provisioning Interval BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event TCG submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event TCG submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event TCG submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with TCG at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 6.4.1 To be considered a timely and accurate forecast, TCG must submit to BellSouth the CLEC Forecast Form, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.4.2 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and TCG will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order. At such

meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to TCG during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

- 6.4.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.
- 6.4.4 Acceptance Walk Through. TCG and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by TCG. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to TCG that the collocation space is ready for occupancy. BellSouth will correct any deviations to TCG's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from TCG's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, TCG will execute a written document accepting the Collocation Space.
- 6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. TCG shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, TCG must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide TCG with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing TCG's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and TCG upon successful completion of installation. The Certified Vendor shall bill TCG directly for all work performed for TCG pursuant to this Exhibit and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify TCG or any vendor proposed by TCG when either satisfactorily completes BellSouth's certified vendor program.

- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and TCG's equipment and facilities. Should TCG elect to place alarms within its Collocation Space, TCG shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service TCG's Collocation Space. Upon request, BellSouth will provide TCG with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by TCG. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit A attached hereto.
- 6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for TCG's Collocation Space within the Premises and shall make available AC power at TCG's option for Adjacent Arrangement collocation. The power provided to TCG by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by TCG's BellSouth Certified Vendor. TCG's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by TCG's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by TCG's BellSouth Certified Vendor. TCG's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of TCG's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then TCG has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where TCG performs its own dedicated Power Plant Construction, upon

termination of this Exhibit, TCG shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of TCG, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.9 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. TCG shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date TCG first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event TCG opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to TCG as prescribed in Section 7.4. BellSouth will reimburse TCG in an amount equal to TCG's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth, but only to the extent such expenditures are not recovered through Exhibit 3 of this Agreement.
- 6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, TCG may purchase Cross-Connects as set forth in Exhibit 5, and TCG may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Exhibit. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations and that physical collocation space has subsequently become available, TCG may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for

the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by TCG, such information will be provided to TCG in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to TCG within 180 days of BellSouth's written denial of TCG's request for physical collocation, and (ii) TCG was not informed in the written denial that physical collocation space would become available within such 180 days, then TCG may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. TCG must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

- 6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Exhibit and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.
- 6.11 Cancellation. If, at anytime, TCG cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by TCG which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by TCG, TCG will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount TCG would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.12 Licenses. TCG, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate

agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

- 7.1 BellSouth may begin billing TCG for recurring charges for the Collocation Space on the date that TCG executes the written document accepting the Collocation Space pursuant to Section 6.4.4 of this Exhibit, or on the date TCG first occupies the Collocation Space whichever is sooner. If TCG fails to schedule and complete a walkthrough pursuant to Section 6.4.4, then BellSouth shall begin billing TCG for recurring charges as of the day after expiration of the timeframe in which TCG is required to schedule and complete the acceptance walkthrough.
- 7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee.
- 7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power TCG's equipment. When the Collocation Space is enclosed, TCG shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, TCG shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event TCG's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, TCG shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date TCG first occupies the Collocation Space, whichever is sooner.

- 7.5 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to TCG's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of TCG's request to collocate in that central office ("Power Plant Construction"), TCG shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify TCG of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by TCG in its physical collocation application. TCG shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. TCG shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.
- 7.5.1 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit 5 of this Agreement, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.
- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Exhibit shall be due thirty (30) days after receipt of the bill (payment due date). TCG will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.
- 8 INSURANCE**
- 8.1 Insurance coverage shall be maintained pursuant to Section 11 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

9 MECHANICS LIENS

- 9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or TCG), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10 INSPECTIONS

- 10.1 BellSouth shall conduct an inspection of TCG's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between TCG's equipment and equipment of BellSouth. BellSouth may conduct an inspection if TCG adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide TCG with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, TCG is found to be in non-compliance with the terms and conditions of this Exhibit, TCG must modify its installation to achieve compliance.

11 SECURITY AND SAFETY REQUIREMENTS

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Exhibit, or authorized agents of TCG will be permitted in the BellSouth Premises. TCG shall provide its employees and agents with picture identification which must be worn and visible at all times while

in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and TCG's name. BellSouth reserves the right to remove from its Premises any employee or agent of TCG not possessing identification issued by TCG. TCG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 6 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. TCG shall be solely responsible for ensuring that any Guest of TCG is in compliance with all subsections of this Section 11.

- 11.2 TCG will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TCG employee or agent hired by TCG within five years prior to being considered for work on the BellSouth Premises, for the states/counties where the TCG employee or agent has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.3 TCG will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.
- 11.4 TCG shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. TCG shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any TCG personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that TCG chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, TCG may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.5 For each TCG employee or agent hired by TCG within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, TCG shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security

training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, TCG will disclose the nature of the convictions to BellSouth at that time. In the alternative, TCG may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 11.5.1 For all other TCG employees requiring access to a BellSouth Premises pursuant to this Exhibit, TCG shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.5 above and that security training was completed by the employee.
- 11.6 At BellSouth's request, TCG shall promptly remove from the BellSouth Premises any employee or agent of TCG's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview TCG's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to TCG's Security contact of such interview and arranges for TCG's Security personnel to participate. TCG and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving TCG's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill TCG for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that TCG's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill TCG for BellSouth property which is stolen or damaged where an investigation determines the culpability of TCG's employees, agents or contractors and where TCG agrees, in good faith, with the results of such investigation. TCG shall notify BellSouth in writing immediately in the event that TCG discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. TCG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 6 of the General

Terms and Conditions of this Agreement, incorporated herein by this reference.

- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.
- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to TCG, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of TCG property located within BellSouth Premises including, but not limited to:
 - 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house TCG equipment.
 - 11.12.2 Insure that the area that houses TCG's equipment is adequately secured and monitored to prevent unauthorized entry.
 - 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house TCG equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.

- 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house TCG equipment or equipment enclosures.
- 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house TCG equipment or equipment enclosures.
- 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of TCG's Collocation Space, upon BellSouth discovery of such breach.

12 NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES

- 12.1 BellSouth shall provide TCG with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by TCG or that is directly related to TCG circuits that support TCG equipment. BellSouth will inform TCG by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by TCG or that is directly related to TCG circuits that support TCG equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, TCG shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

- Equipment or Central Office Engineering
- Outside Plant Engineering
- Physical & Logical Security
- Provisioning
- Maintenance
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

13 DESTRUCTION OF COLLOCATION SPACE

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for TCG's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Exhibit, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TCG's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to TCG, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. TCG may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If TCG's acceleration of the project increases the cost of the project, then those additional charges will be incurred by TCG. Where allowed and where practical, TCG may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, TCG shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for TCG's permitted use, until such Collocation Space is fully repaired and restored and TCG's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where TCG has placed an Adjacent Arrangement pursuant to Section 3.4 of this Exhibit, TCG shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 EMINENT DOMAIN

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then

this Exhibit shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and TCG shall each have the right to terminate this Exhibit only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15 RELOCATION OF TCG'S EQUIPMENT

- 15.1 Except as otherwise stated in this Exhibit, BellSouth shall use its best efforts to prevent TCG from having to relocate its equipment during the term of this Agreement. If TCG, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse TCG for any and all costs reasonably associated with such relocation.

16 NONEXCLUSIVITY

- 16.1 TCG understands that this Exhibit is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Exhibit of obtaining Collocation Space.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and TCG agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and TCG shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TCG should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TCG to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. TCG will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TCG when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TCG space with proper notification. BellSouth reserves the right to stop any TCG work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by TCG are owned by TCG. TCG will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by TCG or different hazardous materials used by TCG at BellSouth Facility. TCG must demonstrate adequate emergency response

capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by TCG to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and TCG will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and TCG will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TCG must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and TCG shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, TCG agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. TCG further agrees to cooperate with BellSouth to ensure that TCG's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by TCG, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

CONNECTIVITY BILLING AND RECORDING

1.1 General

- 1.1.1 This Exhibit 2 describes the requirements for BellSouth to bill charges TCG incurs for purchasing Collocation under this Agreement.
- 1.1.2 Payment of all charges will be the responsibility of TCG. TCG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by TCG from TCG's end user. BellSouth will not become involved in billing disputes that may arise between TCG and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.1.3 Upon proof of tax exempt certification from TCG, the total amount billed to TCG will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. TCG will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to TCG's end user.
- 1.1.4 BellSouth will not perform billing and collection services for TCG as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

1.2 Collocation

- 1.2.1 When TCG collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to TCG pursuant to this Exhibit 2. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by TCG for payment. All other non-capital recurring collocation expenses shall be billed to TCG in accordance with this Exhibit 2. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

1.3 Issuance of Bills - General

- 1.3.1 BellSouth and TCG will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and TCG will establish monthly billing dates ("Bill Date") for each Billing Account Number

("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as TCG shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 1.3.2 BellSouth and TCG shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.
- 1.3.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Exhibit 2.
- 1.3.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. TCG and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for

such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Exhibit 2.

1.4 Electronic Transmissions

- 1.4.1 BellSouth and TCG agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. TCG data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with TCG, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide TCG/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. TCG's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. TCG will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 1.4.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TCGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

1.5 Tape or Paper Transmissions

- 1.5.1** In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by TCG and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO TCG:

Tape Transmissions via U.S. Mail:	TCG Attention: Bill Access Coordinator 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005
Tape Transmissions via Overnight Delivery:	TCG Attention: Bill Access Coordinator 500 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005

Paper Transmissions via U.S. Mail:	TCG Attention: Bill Access Coordinator Caller Service 6908 Alpharetta, Georgia 30009
Paper Transmissions via Overnight Delivery:	TCG Attention: Bill Access Coordinator 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center
Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

- 1.5.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.
- 1.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. TCG reserves the right to destroy a tape that has been determined to have unrecoverable errors. TCG also reserves the right to replace a tape with one of equal or better quality.
- 1.5.4 Billing data tapes shall follow CBOS standards.
- 1.5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 1.5.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOVI, and EOF1 labels use the same format and the HDR2, EOVI, and EOF2 labels use the same format.

1.5.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

1.5.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVI, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.

FIELD NAME	CONTENTS
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).

FIELD NAME	CONTENTS
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

1.5.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.

Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

1.6 Testing Requirements

- 1.6.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to TCG bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, TCG

will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

1.6.2 BellSouth shall provide to TCG's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth's originating or state level company code so that it may be added to TCG's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

1.6.3 Test tapes containing the transmitted TCG billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	TCG Attention: Bill Access Testing Coordinator 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005
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1.7 Additional Requirements

1.7.1 BellSouth agrees that if it transmits data to TCG in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for TCG to process billing information and data:

1.7.1.1 The BAN shall not contain embedded spaces or low values.

1.7.1.2 The Bill Date shall not contain spaces or non-numeric values.

1.7.1.3 Each bill must contain at least one detail record.

1.7.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

1.7.1.5 The Invoice Number must not have embedded spaces or low values.

1.8 Bill Accuracy Certification

1.8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and accountable for transmitting to TCG an accurate and current bill.

BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by TCG. Accordingly, at TCG's option on a connectivity by connectivity basis, TCG and BellSouth agree to model, for the purposes of this Exhibit 2, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by TCG and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point TCG and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

1.9 Payment Of Charges

- 1.9.1 Subject to the terms of this Agreement, TCG and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as TCG specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as TCG specifies), payment will be made on the preceding business day.
- 1.9.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and TCG shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. TCG will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide TCG with one address to which such payments shall be rendered. In the event TCG receives multiple bills from BellSouth which are payable on the same date, TCG may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if TCG provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

1.10 Billing Disputes

- 1.10.1 On a connectivity by connectivity basis and until such time as a precertification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.
- 1.10.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 1.10.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.10.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 1.11 of this Exhibit 2. If a party disputes charges and the dispute is resolved in favor of such party, the other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

1.11 Late Payment Charges

- 1.11.1 If either Party fails to remit payment for any charges described in this Exhibit 2 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by TCG, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by TCG for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by TCG on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs. Bill disputes shall not be submitted by either party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears.
- 1.11.2 The procedures for discontinuing service to TCG are as follows:
- 1.11.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities by TCG.
- 1.11.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to TCG, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by TCG to receive notices of noncompliance, and discontinue the provision of existing services to TCG at any time thereafter.

- 1.11.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.
- 1.11.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and TCG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TCG without further notice.
- 1.11.2.5 If payment of undisputed charges is not received or arrangements made for payment by the date given in the written notification, TCG's services will be discontinued. Upon discontinuance of service on a TCG's account, service to TCG's end users will be denied. BellSouth will also reestablish service at the request of the end user or TCG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. TCG is solely responsible for notifying the end user of the proposed disconnection of the service.
- 1.11.2.6 If within fifteen days after an end user's service has been denied, TCG has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.
- 1.12 Adjustments**
- 1.12.1 Subject to the terms of this Exhibit 2, BellSouth will adjust incorrect billing charges to TCG. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

Service Quality Measurements

1. Scope

- 1.1 This Exhibit 3 includes all Service Quality Measurements applicable to this Agreement.
- 1.2 If the Commission issues an order mandating certain service quality measurements or performance measurements and associated remedies, such order will supercede this Exhibit 3 on the effective date of the order. Such order will only be effective in the state in which the ordered was issued.

2. Reporting

- 2.1 In providing Collocation pursuant to this Agreement, BellSouth will report its performance to TCG in accordance with BellSouth's Service Quality Measurements, which are contained in Exhibits, located on the BellSouth Internet web site.

3. Modifications to Measurements

3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibits, located on the BellSouth Internet web site, each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of TCG. TCG may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Nothing herein shall preclude either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.
- 3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to

the Commission.

4. Dispute Resolution

- 4.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Exhibit 3 shall be resolved by the Commission.

EXHIBIT 4
COLLOCATION SITES

State	Market	CLLI	Type	Status
AL	Birmingham	ALBSALMA	Cageless	Secured In Progress
AL	Birmingham	BRHMALCH	Cageless	Secured In Progress
AL	Birmingham	BRHMALCP	Cageless	Secured In Progress
AL	Birmingham	BRHMALEL	Cageless	Secured In Progress
AL	Birmingham	BRHMALEN	Cageless	Secured In Progress
AL	Birmingham	BRHMALEW	Cageless	Secured In Progress
AL	Birmingham	BRHMALHW	Cageless	Secured In Progress
AL	Birmingham	BRHMALMT	Cageless	Secured In Progress
AL	Birmingham	BRHMALOM	Cageless	Secured In Progress
AL	Birmingham	BRHMALOX	Cageless	Secured In Progress
AL	Birmingham	BRHMALRC	Cageless	Secured In Progress
AL	Birmingham	BRHMALYA	Cageless	Secured In Progress
AL	Birmingham	BSMRALMA	Cageless	Secured In Progress
FL	Miami/Fort Lauderdale	BCRTFLBT	Cageless	In Service
FL	Miami/Fort Lauderdale	BCRTFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	BCRTFLSA	Physical	In Service
FL	Miami/Fort Lauderdale	BYBFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	OLBFLKP	Physical	In Service
FL	Miami/Fort Lauderdale	OLBFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	ORBFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLCR	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLCY	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLJA	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLMR	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLQA	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLPL	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLSU	Physical	In Service
FL	Miami/Fort Lauderdale	FTLDPLWN	Cageless	In Service
FL	Miami/Fort Lauderdale	HLWDFLHA	Cageless	In Service
FL	Miami/Fort Lauderdale	HLWDFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	HLWDFLPE	Physical	In Service
FL	Miami/Fort Lauderdale	HLWDFLWH	Physical	In Service
FL	Jacksonville	JCVFLMA	Cageless	Cage Accepted
FL	Jacksonville	JCVFLAR	Cageless	Cage Accepted
FL	Jacksonville	JCVFLBW	Cageless	Cage Accepted
FL	Jacksonville	JCVFLCL	Cageless	Cage Accepted
FL	Jacksonville	JCVFLPC	Cageless	Cage Accepted
FL	Jacksonville	JCVFLNO	Cageless	Cage Accepted
FL	Jacksonville	JCVFLRV	Cageless	Cage Accepted
FL	Jacksonville	JCVFLSJ	Cageless	Cage Accepted
FL	Jacksonville	JCVFLSM	Cageless	Cage Accepted
FL	Jacksonville	JCVFLWC	Cageless	Cage Accepted
FL	Miami/Fort Lauderdale	JPTRFLMA	Physical	In Service
FL	Orlando	UKMRFLMA	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMPLAE	Physical	In Service

EXHIBIT 4

COLLOCATION SITES

FL	Miami/Fort Lauderdale	MIAMFLAP	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMFLBA	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLBR	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLCA	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLFL	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLGR	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLHL	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLUC	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMFLKE	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMFLME	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMFLNM	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLPB	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLPL	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLRR	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLSO	Physical	In Service
FL	Miami/Fort Lauderdale	MIAMFLWD	Cageless	In Service
FL	Miami/Fort Lauderdale	MIAMFLWM	Physical	In Service
FL	Jacksonville	MNORFLLO	Cageless	Secured In Progress
FL	Miami/Fort Lauderdale	NDAOFLAC	Physical	In Service
FL	Miami/Fort Lauderdale	NDAOFLBR	Cageless	In Service
FL	Miami/Fort Lauderdale	NDAOFLGG	Cageless	In Service
FL	Miami/Fort Lauderdale	NDAOFLOL	Physical	In Service
FL	Orlando	ORLDFLAP	Physical	In Service
FL	Orlando	ORLDFLCL	Physical	In Service
FL	Orlando	ORLDFLMA	Physical	In Service
FL	Orlando	ORLDFLPC	Physical	In Service
FL	Orlando	ORLDFLPH	Physical	In Service
FL	Orlando	ORLDFLSA	Physical	In Service
FL	Jacksonville	ORPKFLMA	Cageless	Cage Accepted
FL	Orlando	OVIOLCA	Physical	Secured In Progress
FL	Miami/Fort Lauderdale	PMBHFLCS	Physical	In Service
FL	Miami/Fort Lauderdale	PMBHFLFE	Physical	In Service
FL	Miami/Fort Lauderdale	PMBHFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	PMBHFLTA	Cageless	In Service
FL	Jacksonville	PNVDFLMA	Cageless	Cage Accepted
FL	Miami/Fort Lauderdale	PRRNFLMA	Physical	In Service
FL	Orlando	SNFRFLMA	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLAN	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLGA	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLGR	Cageless	In Service
FL	Miami/Fort Lauderdale	WPSHFLHH	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLLE	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLRB	Physical	In Service
FL	Miami/Fort Lauderdale	WPSHFLRP	Physical	In Service
GA	Atlanta	ALPRGAMA	Cageless	In Service
GA	Atlanta	ASTLGAMA	Cageless	In Service
GA	Atlanta	ATHNGAMA	Cageless	Built
GA	Atlanta	ATLNGAAD	Cageless	In Service
GA	Atlanta	ATLNGASH	Cageless	In Service

EXHIBIT 4
COLLOCATION SITES

GA	Atlanta	ATLNGABU	Cageless	In Service
GA	Atlanta	ATLNGACO	Cageless	In Service
GA	Atlanta	ATLNGACS	Physical	In Service
GA	Atlanta	ATLNGAEL	Physical	In Service
GA	Atlanta	ATLNGAEP	Cageless	In Service
GA	Atlanta	ATLNGAFP	Cageless	In Service
GA	Atlanta	ATLNGAGR	Cageless	In Service
GA	Atlanta	ATLNGAMR	Physical	In Service
GA	Atlanta	ATLNGAIC	Cageless	Secured In Progress
GA	Atlanta	ATLNGAPP	Physical	In Service
GA	Atlanta	ATLNGASS	Cageless	In Service
GA	Atlanta	ATLNGATH	Physical	In Service
GA	Atlanta	ATLNGAWD	Physical	In Service
GA	Atlanta	ATLNGAWI	Cageless	In Service
GA	Atlanta	CHMBGAMA	Physical	In Service
GA	Atlanta	CMNGGAMA	Cageless	In Service
GA	Atlanta	CNYRGAMA	Cageless	In Service
GA	Atlanta	DGVLGAMA	Cageless	In Service
GA	Atlanta	DLTHGAMS	Physical	In Service
GA	Atlanta	DNWOGAMA	Physical	In Service
GA	Atlanta	GSVLGAMA	Cageless	In Service
GA	Atlanta	JNBOGAMA	Cageless	In Service
GA	Atlanta	LLBNGAMA	Physical	In Service
GA	Atlanta	LRVLGAOS	Physical	In Service
GA	Atlanta	MRRWGAMA	Cageless	Built
GA	Atlanta	MRTTGABA	Physical	In Service
GA	Atlanta	MRTTGAMA	Physical	In Service
GA	Atlanta	NRCRGAMA	Physical	In Service
GA	Atlanta	NWVNGAMA	Cageless	In Service
GA	Atlanta	PANLGAMA	Cageless	In Service
GA	Atlanta	PTCYGAMA	Cageless	Secured In Progress
GA	Atlanta	ROMEGATL	Cageless	In Service
GA	Atlanta	RSVLGAMA	Physical	In Service
GA	Atlanta	RYOLGAMA	Cageless	Secured In Progress
GA	Atlanta	SMYRGAMA	Physical	In Service
GA	Atlanta	SMYRGAPP	Physical	In Service
GA	Atlanta	SNLVGAMA	Cageless	In Service
GA	Atlanta	SNMTGALR	Cageless	In Service
GA	Atlanta	STBRGANH	Cageless	Secured In Progress
GA	Atlanta	TUKRGAMA	Physical	In Service
GA	Atlanta	WOSTGACR	Physical	In Service
KY	Louisville	LSVLKYAN	Cageless	In Service
KY	Louisville	LSVLKYAP	Cageless	In Service
KY	Louisville	LSVLKYBE	Cageless	Secured In Progress
KY	Louisville	LSVLKYBR	Cageless	Secured In Progress
KY	Louisville	LSVLKYPC	Cageless	Built
KY	Louisville	LSVLKYOA	Cageless	Secured In Progress
KY	Louisville	LSVLKYSL	Cageless	In Service
KY	Louisville	LSVLKYSM	Cageless	In Service

EXHIBIT 4
COLLOCATION SITES

KY	Louisville	LSVLKYVS	Cageless	Secured In Progress
LA	New Orleans	BTRGLAGW	Cageless	In Service
LA	New Orleans	BTRGLAMA	Cageless	In Service
LA	New Orleans	BTRGLAOH	Cageless	In Service
LA	New Orleans	BTRGLASS	Cageless	In Service
LA	New Orleans	BTRGLAWN	Cageless	In Service
LA	New Orleans	CVTNLAMA	Cageless	In Service
LA	New Orleans	KNNRLABR	Cageless	In Service
LA	New Orleans	KNNRLAHN	Cageless	In Service
LA	New Orleans	MNVLLAMA	Cageless	In Service
LA	New Orleans	NWORLAAR	Cageless	In Service
LA	New Orleans	NWORLACA	Cageless	In Service
LA	New Orleans	NWORLACM	Cageless	In Service
LA	New Orleans	NWORLALK	Cageless	In Service
LA	New Orleans	NWORLAMA	Cageless	In Service
LA	New Orleans	NWORLAMC	Cageless	In Service
LA	New Orleans	NWORLAMR	Cageless	In Service
LA	New Orleans	NWORLAMT	Cageless	In Service
LA	New Orleans	NWORLARV	Cageless	In Service
LA	New Orleans	NWORLASC	Cageless	In Service
LA	New Orleans	NWORLASK	Cageless	In Service
LA	New Orleans	NWORLASW	Cageless	In Service
LA	New Orleans	SLIDLAMA	Cageless	In Service
NC	Raleigh-Durham	APEXNCCE	Cageless	In Service
NC	Greensboro	BURLNCDA	Cageless	Secured In Progress
NC	Raleigh-Durham	CARYNCCE	Physical	In Service
NC	Charlotte	CHRLNCBO	Cageless	In Service
NC	Charlotte	CHRLNCCA	Cageless	In Service
NC	Charlotte	CHRLNCCB	Cageless	In Service
NC	Charlotte	CHRLNCCR	Cageless	In Service
NC	Charlotte	CHRLNCDE	Cageless	In Service
NC	Charlotte	CHRLNCRE	Cageless	In Service
NC	Charlotte	CHRLNCST	Cageless	In Service
NC	Charlotte	CHRLNCTH	Cageless	In Service
NC	Charlotte	CHRLNCUN	Cageless	In Service
NC	Raleigh-Durham	CPHLNCRO	Physical	In Service
NC	Greensboro	GNBONCAS	Cageless	Secured In Progress
NC	Greensboro	GNBONCEU	Cageless	Secured In Progress
NC	Greensboro	GNBONCLA	Cageless	Secured In Progress
NC	Charlotte	GSTANCSO	Cageless	Secured In Progress
NC	Raleigh-Durham	RLGHNCQA	Cageless	In Service
NC	Raleigh-Durham	RLGHNCGL	Physical	In Service
NC	Raleigh-Durham	RLGHNCNO	Physical	In Service
NC	Raleigh-Durham	RLGHNCJO	Physical	In Service
NC	Raleigh	RLGHNCMO	Physical	In Service
NC	Raleigh-Durham	RLGHNCSE	Cageless	In Service
NC	Raleigh-Durham	RLGHNCST	Physical	In Service
NC	Greensboro	WNSLNCFI	Cageless	Secured In Progress
NC	Greensboro	WNSLNCMI	Cageless	Secured In Progress

EXHIBIT 4

COLLOCATION SITES

SC	Greenville	AR8NSCMA	Cageless	Cage Accepted
SC	Greenville	ESLYSCMA	Cageless	Cage Accepted
SC	Greenville	GNVLSODT	Cageless	Cage Accepted
SC	Greenville	GNVLSOWE	Cageless	Cage Accepted
SC	Greenville	GNVLECWR	Cageless	Cage Accepted
SC	Greenville	GR8RSCMA	Cageless	Cage Accepted
SC	Greenville	SP8GSCMA	Cageless	Cage Accepted
SC	Greenville	SP8GSCWV	Cageless	Cage Accepted
TN	Memphis	CRVLTNMA	Cageless	In Service
TN	Nashville	FKLNTNMA	Cageless	Secured In Progress
TN	Nashville	HDVLTNMA	Cageless	Secured In Progress
TN	Knoxville	KNVLTNBE	Cageless	Cage Accepted
TN	Knoxville	KNVLTNFC	Cageless	Cage Accepted
TN	Knoxville	KNVLTNMA	Cageless	Cage Accepted
TN	Knoxville	KNVLTNWH	Cageless	Secured In Progress
TN	Knoxville	KNVLTNYH	Cageless	Cage Accepted
TN	Knoxville	MAVLTNMA	Cageless	Cage Accepted
TN	Memphis	MMPHTNBA	Cageless	Secured In Progress
TN	Memphis	MMPHTNCT	Cageless	Secured In Progress
TN	Memphis	MMPHTNEL	Physical	Secured In Progress
TN	Memphis	MMPHTNGT	Cageless	Built
TN	Memphis	MMPHTNMA	Cageless	Secured In Progress
TN	Memphis	MMPHTNMT	Cageless	Secured In Progress
TN	Memphis	MMPHTNQA	Cageless	In Service
TN	Memphis	MMPHTNBL	Cageless	Built
TN	Nashville	MRSOTNMA	Cageless	Secured In Progress
TN	Nashville	NSVLTNAP	Cageless	Secured In Progress
TN	Nashville	NSVLTNBV	Cageless	Secured In Progress
TN	Nashville	NSVLTNBW	Cageless	Secured In Progress
TN	Nashville	NSVLTNCH	Cageless	Secured In Progress
TN	Nashville	NSVLTNOO	Cageless	Secured In Progress
TN	Nashville	NSVLTNNH	Cageless	Secured In Progress
TN	Nashville	NSVLTNMC	Cageless	Secured In Progress
TN	Nashville	NSVLTNMT	Cageless	Secured In Progress
TN	Nashville	NSVLTNST	Cageless	Secured In Progress
TN	Nashville	NSVLTNUN	Cageless	Secured In Progress
TN	Nashville	NSVLTNWM	Cageless	Secured In Progress
TN	Knoxville	OK8OTNMT	Cageless	Cage Accepted
TN	Knoxville	SVVLTNMT	Cageless	Cage Accepted

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BELLSOUTH/TCG RATES
Cablevision
Tennessee

Exhibit 5
 Rates - Page 2

CATEGORY	NOTE	RATE ELEMENT	Meter	Zone	MCB	USOC	RATES				OSS RATES					
							Reg	Measuring		Measuring Discount	Per Order Submitted per LHM	Per Order Submitted per LHM	Proposed Chrgs - Manual Per Order vs. Employee-Advt	Proposed Chrgs - Manual Per Order vs. Employee-Advt	Proposed Chrgs - Manual Per Order vs. Employee-Advt	Proposed Chrgs - Manual Per Order vs. Employee-Advt
								Per	Advt							
		Cablevision Cable Records - New Cable per cable report	1		CLO	PEICB		\$279.42	\$279.42							
		Physical Collection - Security Escort - Basic per Half Hour			CLO	PEIBI		\$33.91	\$21.49							
		Physical Collection - Security Escort - Overtime per Half Hour			CLO	PEIOT		\$44.17	\$27.76							
		Physical Collection - Security Escort - Premium per Half Hour			CLO	PEIPT		\$64.42	\$34.02							
	Note 2	Co-Center Cross-Connect				PEIES										
		Per Cable Support Structure				PEIDS		\$0.06								
		Cable or Coated Cable Support Structures						\$0.03								
	Note 1	48V DC Power For arrangements in place prior to the effective date of this exhibit, the recurring charges, PEIPL as stated in this Exhibit 5 to the Agreement shall apply. For arrangements or upgrades requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit 5 shall apply.														
	Note 2	Co-Center Cross-Connect. For arrangements in place prior to the effective date of this exhibit, the recurring charges as stated in this Exhibit 5 shall apply. For arrangements requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit 5 shall apply.														
		Interconnect rates which are subject to true-up.														